



# County of Los Angeles CHIEF ADMINISTRATIVE OFFICE

713 KENNETH HAHN HALL OF ADMINISTRATION • LOS ANGELES, CALIFORNIA 90012  
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DAVID E. JANSSEN  
Chief Administrative Officer

Board of Supervisors  
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First District

YVONNE B. BURKE  
Second District

ZEV YAROSLAVSKY  
Third District

DON KNABE  
Fourth District

MICHAEL D. ANTONOVICH  
Fifth District

February 28, 2006

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

Dear Supervisors:

**PUBLIC HEARING ON THE PROPOSED SALE OF A PORTION OF THE  
JOHN ANSON FORD AMPHITHEATRE TO GRAHAM STREETER FOR THE  
PURPOSE OF ELIMINATING AND REMOVING AN ENCROACHMENT  
ON COUNTY PROPERTY IN THE CITY OF LOS ANGELES  
(THIRD DISTRICT) (3 VOTES)**

**JOINT RECOMMENDATION WITH THE DIRECTOR OF PARKS AND RECREATION  
THAT YOUR BOARD, AFTER THE CLOSE OF THE PUBLIC HEARING:**

1. Find that the 587 square foot undeveloped portion of the John Anson Ford Amphitheatre property, as legally described in Exhibit "A", be no longer classified as park, recreational or cultural property.
2. Find that the subject property is not required for County use and is surplus to its needs.
3. Find that the sale and conveyance of title to this property is categorically exempt under the California Environmental Quality Act (CEQA).
4. Find that the \$13,818 offered by Graham Streeter as consideration for the transfer of title to 587 square feet of undeveloped real property, as legally described in Exhibit "A", complies with the requirements of Public Resources Code Section 5405.
5. Approve the sale of the County's right, title and interest in the subject property to Graham Streeter, the adjacent landowner, for \$13,818; and instruct the Mayor to sign the attached Agreement for Conveyance of Title to Encroached Area and Declaration of Covenants, Conditions and Restrictions and the attached quitclaim deed.

6. Approve the use of the funds received for improvements to the remaining portions of the John Anson Ford Amphitheater in lieu of the acquisition of substitute park land pursuant to Public Resources Code Section 5404.
7. Instruct the Auditor-Controller and the Department of Parks and Recreation to deposit the sales proceeds into the appropriate park improvement fund pursuant to the Park Preservation Act.
8. Authorize the Chief Administrative Office to take all further actions and execute all other necessary documents to complete the sale and transfer of title upon approval of the documents by County Counsel.

#### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

The purpose of the recommended actions is to eliminate and remove an encroachment, containing 587 square feet, on the John Anson Ford Amphitheatre property located on its southerly boundary adjacent to private property at 2340 Lorenzo Drive. The encroached area, which is being used as a side yard and is improved with an open wood deck attached to a single family residence, will be severed from the Amphitheatre property and title will be transferred to Graham Streeter, the owner of the adjacent property. As consideration, Mr. Streeter will pay the County \$13,818.

Mr. Streeter acquired his residence at 2340 Lorenzo Drive in 2000 and did not create the encroachment. According to City of Los Angeles building permit records, the residence was constructed in 1957, and the attached wood deck appears to be of comparable age. The proposed sale and conveyance of title as a means of removing this encroachment will avoid an undue hardship that would otherwise be imposed on Mr. Streeter if the County required the removal of the deck.

#### **IMPLEMENTATION OF STRATEGIC PLAN GOALS**

The proposed recommendations will further the Board-approved County Strategic Plan Goal 1 (Service Excellence) that will provide a fair and equitable solution that will preserve the appearance, use, and value of the adjacent private property while providing monetary compensation to the County for the loss of the real property that will be used to improve the John Anson Ford Amphitheatre property.



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### **FISCAL IMPACT/FINANCING**

The County will receive \$13,818 in monetary compensation which must be reserved and used for the improvement of the remaining portions of the John Anson Ford Amphitheatre as required under the Park Preservation Act, Public Resources Code Section 5400 et. seq.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The encroached area, as depicted on Exhibit "C", is located along the southerly boundary of the John Anson Ford Amphitheatre property, southeast of the Pilgrimage Cross, and cannot be seen from the amphitheatre and associated buildings and parking areas. The total area of the encroachment is 587 square feet out of a total County-owned land area of 31.14 acres. The direct sale of this property to remove an encroachment is authorized as a part of the County's express and implied powers to manage and dispose of its real property under Government Code Sections 23003 and 23004. Pursuant to Public Resources Code Section 5404, your Board may, after holding a public hearing, sell real property designated for park and recreational use if the amount of property sold is less than ten percent of the total area of the property holding, but not more than one acre. Proceeds from the sale must be used for the improvement of the remaining portion of the property holding.

The subject encroachment area consists of steep down-slope terrain and is used as a side yard area and is improved with a cantilevered wood deck attached to the single family residence at 2340 Lorenzo Drive. The subject encroachment is also partially landscaped with non-native plantings with an irrigation system all of which were installed by previous owners.

The conveyance of title to the encroachment area will be subject to a deed restriction limiting the use of the property to its present use as a side yard improved with an open deck serving the single family residence and may not be improved with any additional structures, nor subdivided in combination with the existing lot that comprises 2340 Lorenzo Drive. In the event of a breach in these deed restrictions, the property will automatically revert to the County after a ninety (90) day period to cure such breach.

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As required by Government Code Section 65402, the Chief Administrative Office has provided notification of the proposed sale to the City of Los Angeles Planning Department and made application for a Certificate of Compliance. The City of Los Angeles has issued a Certificate of Compliance for the parcel that will be created by the County's conveyance subject to the condition that Mr. Streeter executes a deed tying the subject parcel created thereby to his existing lot, so that all of the property is held as one parcel. Notice of the public hearing has been posted at the John Anson Ford Amphitheatre for forty-five (45) days as required by Public Resources Code Section 5406.

The \$13,818 (\$23.54 per square foot) to be paid as consideration is comparable with recent sales of vacant land in the area and is consistent in price per square foot with that paid by the owners of 2415 Pilgrimage Trail for the sale of a similar encroachment at the rear of this property which was approved by your Board on January 25, 2005. Pursuant to Public Resources Code Section 5405, the amount of consideration paid is deemed sufficient to acquire substitute land of comparable size and characteristics in the same area.

County Counsel has reviewed and approved as to form the attached Conveyance Agreement and Quitclaim Deed

#### **ENVIRONMENTAL DOCUMENTATION**

The recommended actions are categorically exempt under Class 12 of the State CEQA Guidelines and the revised Environmental Document Reporting Procedures and Guidelines adopted by your Board.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**


There will be no impact on current services or projects.

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**CONCLUSION**

It is requested that the Executive Officer of the Board of Supervisors return the executed Conveyance Agreement in duplicate and the quitclaim deed along with two certified copies of the Minute Order and a conformed copy of the Board letter to the Chief Administrative Office for further processing.

Respectfully submitted,



DAVID E. JANSSEN  
Chief Administrative Officer



RUSS GUINEY  
Director of Parks and Recreation

DEJ:WD  
DS:i/h

Attachments (2)

c: County Counsel  
Auditor-Controller



RECORDING REQUESTED BY  
AND WHEN RECORDED MAIL TO:

County of Los Angeles  
Chief Administrative Office  
500 West Temple Street, Room 754  
Los Angeles, CA 90012  
Attn.: Don Simpson

Space above this line for Recorder's use

AIN 5577-025-902 (Por)

**AGREEMENT FOR CONVEYANCE OF TITLE TO ENCROACHED AREA  
AND DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

THIS AGREEMENT AND DECLARATION is made and entered into this 9<sup>th</sup> day of November 9<sup>th</sup>, 2005, by and between the COUNTY OF LOS ANGELES, a body corporate and politic ("County") and GRAHAM STREETER ("STREETER")

**PREMISES:**

- A. County is the owner in fee simple of certain real property containing approximately 25 acres in the City of Los Angeles, County of Los Angeles, State of California known as the John Anson Ford Amphitheater, previously known as the Pilgrimage Play Theater, located at 2580 Cahuenga Boulevard East, Los Angeles, California 90068, being a portion of Lot 46, Hollywood Heights Tract as shown on map recorded in Book 1, page 48, of Maps, in the office of the Recorder of the County of Los Angeles ("County Property").
- B. Streeter is the owner of adjacent real property in the City of Los Angeles, County of Los Angeles, State of California, commonly known as 2340 Lorenzo Drive and legally described as Lot 43, Tract 7139 as per Map recorded in Book 83, Pages 61 and 62 of Maps in the office of the Recorder of the County of Los Angeles ("Streeter Property").
- C. The County Property was encroached upon by a portion of the side yard of the Streeter Property, including a portion of an attached wood deck, containing a land area of approximately 587 square feet as legally described and shown by map in Exhibit A, attached hereto (the "Encroachment Area").
- D. The parties desire to eliminate and remove said encroachment by County transferring title to the Encroachment Area to Streeter.

- E. The parties desire the covenants, conditions and restrictions set forth herein be made of record and be binding upon the Encroachment Area which shall run with the land.

**NOW THEREFORE,** County and Streeter agree and hereby declare:

1. County agrees to transfer title to Encroachment Area to Streeter by quitclaim deed. Title to the Encroachment Area shall be vested as follows:  

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2. Streeter agrees to pay County the sum of THIRTEEN THOUSAND EIGHT HUNDRED AND EIGHTEEN DOLLARS (\$13,818.00).
3. Streeter herewith tenders to County the sum of ONE THOUSAND DOLLARS (\$1,000.00), the receipt of which is hereby acknowledged, as a nonrefundable good faith deposit.
4. County shall serve as escrow holder. Streeter shall pay in full the remaining balance of TWELVE THOUSAND EIGHT HUNDRED AND EIGHTEEN DOLLARS (\$12,818.00) to County by cashier's or certified check made payable to the County of Los Angeles at least three (3) business days prior to the recordation of the deed.
5. All costs and expenses related to this transaction shall be paid by Streeter, including but not limited to, the cost of title insurance, all documentary transfer taxes, recording fees, and miscellaneous charges.
6. Streeter agrees to accept title to the Encroachment Area from County in its as-is condition without any warranty, express or implied, or representation by County as to its physical condition, location, size, use, and zoning, including, but not limited to, the condition of the soils or ground water on or under the property, and the presence of pollutants or contaminants therein.
7. County shall reserve and except unto itself all oil, gas, hydrocarbons, or other minerals in and under the Encroachment Area without the use of the surface or subsurface to a depth of 500 feet, measured vertically, from the surface.
8. The Encroachment Area will be used only for the present side yard purposes serving the single family residence at 2340 Lorenzo Drive, which includes the wood deck, retaining walls, landscape plantings, and other improvements presently existing and any future repairs, replacements, and improvements of the same not inconsistent with the present uses. None of the Encroachment Area shall be improved with any habitable residence, guest house, garage, or other structure having a roof.
9. The Encroachment Area will not be used by Streeter and his successors and assigns for a subdivision of Lot 43, Tract 7139 nor for a change in use of said Lot.



10. The Encroachment Area shall be subject to a reversionary right in favor of the County in the event of breach by Streeter or his successors and assigns of the restrictions set forth in Paragraphs 8 and 9 above. In the event Streeter and his successors and assigns should use the Encroachment Area for any other use other than as specified in Paragraph 8 or 9 above, upon written notice given by County and the failure by Streeter or his successors and assigns to cure such default or breach within ninety (90) days of the date of such notice, title to the Encroachment Area, as legally described in Exhibit A, shall immediately revert to County without further notice and without the necessity of any affirmative action on the part of County to assert any rights in said real property.
11. County will file with the City of Los Angeles ("City") an application for a Certificate of Compliance and will record said Certificate of Compliance when issued by the City either before or concurrently with the transfer of title to the Encroachment Area. Streeter agrees to support said application and to provide assistance to County and the City in the preparation of and in the processing of said application. Streeter agrees to comply with the conditions, if any, that the City may attach to the Certificate of Compliance.



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement and Declaration as of the day and year first above written.

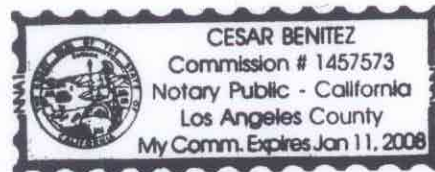
COUNTY OF LOS ANGELES

GRAHAM STREETER

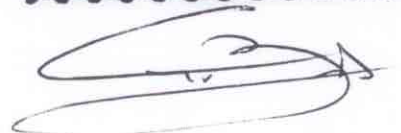
By \_\_\_\_\_  
Chair of the Board  
Of Supervisors

  
Owner of 2340 Lorenzo Drive

ATTEST:  
VIOLET VARONA-LUKENS  
Executive Officer-Clerk of  
The Board of Supervisors



\_\_\_\_\_  
Deputy

  
11/9/05

APPROVED AS TO FORM:  
COUNTY COUNSEL

By Paul T. Hanson  
Paul T. Hanson  
Principal Deputy County Counsel

RECORDING REQUESTED BY  
and when recorded, mail this deed and  
tax statements to:

Graham Streeter  
2340 Lorenzo Drive  
Los Angeles, CA 90068

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A.I.N. 5577-025-902 (Por) This document is exempt from recording fees pursuant  
to Government Code Section 27383

## QUITCLAIM DEED

For valuable consideration, receipt of which is hereby acknowledged, the **COUNTY OF LOS ANGELES**, a body corporate and politic hereby surrenders, quitclaims and releases to **GRAHAM STREETER**, a single man, all of the County's right, title, and interest in and to the real property located in the unincorporated territory of the County of Los Angeles, State of California as legally described in **EXHIBIT "A"**, attached hereto and incorporated herein by this reference, reserving and excepting to the County all oil, gas, hydrocarbons, and other minerals in and under the property without the right to the use of the surface or subsurface to a depth of 500 feet, measured vertically from the surface of said real property.

### SUBJECT TO AND GRANTEE TO ASSUME:

1. All taxes, interest, penalties, and assessments of record, if any.
2. All covenants, conditions, restrictions, reservations, easements, rights, and rights-of-way of record, if any.
3. The express condition that the real property as legally described in Exhibit "A" shall be used only for the present purposes of a side yard area serving the single family residence at 2340 Lorenzo Drive, Los Angeles, California 90068 and shall only be improved with an attached wood deck with no roof, retaining walls, landscape plantings, irrigation systems, and other similar landscaping improvements in existence as of the date of this deed; and that said real property will not be used for either a subdivision of Lot 43, Tract 7139 as per Map Book 83/61-62 nor for a change in use of said lot.
4. If and when Grantee should use the real property legally described in Exhibit "A" for any other use other than as specified in Item 3 above or to subdivide and/or change the use of the lot specified in Item 3 above, upon written notice given by the County and the failure by the grantee or their successors and assigns to cure such default or breach within ninety (90) days of the date of the notice, title to said real property shall immediately revert to the County of Los Angeles without further notice and without the necessity of any affirmative action on the part of the County to assert any rights in said real property.

Dated \_\_\_\_\_

COUNTY OF LOS ANGELES,  
a body corporate and politic

By \_\_\_\_\_  
Mayor

"EXHIBIT A"

LAND TO BE ACQUIRED:

THAT PORTION OF LOT 46 OF HOLLYWOOD HEIGHTS IN THE CITY OF LOS ANGELES, COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, AS PER MAP RECORDED IN BOOK 1 PAGE 48 OF MAPS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWESTERLY CORNER OF LOT 43 OF TRACT NO. 7139 IN SAID CITY, COUNTY AND STATE, AS PER MAP RECORDED IN BOOK 83 PAGES 61 AND 62 OF MAPS, IN THE OFFICE OF SAID COUNTY RECORDER; THENCE ALONG THE NORTHWESTERLY PROLONGATION OF THE WESTERLY LINE OF SAID LOT 43 NORTH 25°23'12" WEST 5.00 FEET; THENCE NORTH 64°36'48" EAST 32.64 FEET; THENCE SOUTH 55°02'35" EAST 32.78 FEET TO THE NORTHEASTERLY CORNER OF SAID LOT 43; THENCE ALONG THE NORTHERLY LINE OF SAID LOT NORTH 89°42'36" WEST 54.21 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED LAND CONTAINS 587 SQUARE FEET.

*Ofer Shapira*

OFER SHAPIRA  
LICENSE NO.: LS 7123  
EXPIRES 12-31-06

